



RFP #: 6790

**INVITATION TO SUBMIT PROPOSALS TO PROVIDE:
REVENUE SHARE CONTRACT FOR
PHOTOGRAPHIC SERVICES AT
MILWAUKEE COUNTY ZOO**

Sealed proposals from firms interested in providing Photographic Services for the Milwaukee County Zoo will be received until 4pm., on Friday, February 8, 2013 in the office of:

**Milwaukee County Clerk
Room 105, Courthouse
901 North 9th Street
Milwaukee, WI 53233**

Instructions for preparing proposals are contained within the attached Request for Proposal.

**Contact Information:
Milwaukee County Zoo
ATTN: Joe Jastrow
10001 W. Bluemound Rd.
Milwaukee, WI 53226
Joe.jastrow@milwcnty.com
1-414-771-3040**

11/13/2012

Request for Proposal for Photographic Services Milwaukee County Zoo

I. INTRODUCTION

Milwaukee County Zoo (Client or County) is seeking proposals from experienced Photographic Agencies (Vendor) for the development, sales, and creative production of visitor image to enhance a visitor's memorable experience at the Milwaukee County Zoo.

II. BACKGROUND

The Milwaukee County Zoo is one of Wisconsin's top tourist attractions drawing around 1.3 million visitors each year. The Zoo is a family attraction that entertains and educates its visitors. It is the Zoo's desire to maintain its position as one of the state's top family attractions and reach its goal of attracting 1.35 million visitors on a yearly basis.

III. GENERAL SCOPE OF WORK

Under the direction of the Gift Shop Coordinator as well as the Zoo Director, the Vendor will provide high, quality images for purchase by Zoo visitors which integrate the Milwaukee County Zoo logo, through a revenue share agreement, with the County earning at least 20% of gross revenue after sales taxes. Vendor shall compensate County on a biweekly or bimonthly basis. Reporting must include daily sales quantities and values. At a minimum, these services must be provided daily from Memorial Day weekend through Labor Day each year.

IV. VENDOR SELECTION CRITERIA

The Vendor will be evaluated by a committee of three individuals with knowledge of the proposal requirements and familiarity with the Zoo. The evaluation may include an interview with top scoring finalists. An award, however, may be made without an interview.

The evaluation and selection of an agency will be made based on the following criteria:

- A. Background Information and Qualifications of the vendor/staff on the type of work required for the Photographic program. **(25 points)**
- B. Level of previous experience in enhancing the visitor experience and increasing venue revenues. Appropriate client references for work performed on similar projects. **(25 points)**
- C. Proposed approach to the Zoo's Photographic program, i.e. strategies to be used to motivate visitors to purchase Photographic services with regard to the vendor understanding of the Zoo's goals. **(25 points)**
- D. Submission of sample work for review of overall quality of the artwork and creativity. **(5 points)**
- E. Reasonableness of fees charged, dates services are available beyond the minimum, extent of revenue share, and additional financial support provided County/Zoo. **(10 points)**

- F. Disadvantaged Business Enterprise (DBE) involvement: Proponent must acknowledge that they are willing to subcontract 17% of the contract amount to a DBE vendor certified by Milwaukee County. **(10 points)**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The award of this contract is conditioned upon the good faith efforts put forth by the proposer in achieving this project's Disadvantaged Business Enterprise (DBE*) goal of 17.%. The proposer shall operate in good faith to ensure that DBEs have opportunities to participate on this contract. Proposers must state in their response how they will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of non-responsiveness, and rejection of the submission may occur. The successful proposer shall maintain records and document its performance using the DBE forms provided. The Disadvantaged Business Enterprise (DBE) Requirements and all forms to be used are included in this RFP as Attachment A.

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program, contact Community Business Development Partners (CBDP) at 414-278-5248. The official directory of DBEs can be obtained by contacting CBDP or by accessing the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

V. TERMS OF AGREEMENT

The Vendor will be retained for three (3) calendar years, beginning on or about March 1, 2013 through December 31, 2015. (Zoo budget is subject to annual approval by the County Board). The contract will provide for cancellation by either party upon thirty (30) days written notice.

VI. COUNTY RESERVATION

The County reserves the right to reject any and all proposals or to waive any informalities in any proposal which will be at the sole judgment of the County, and also reserves the right not to make an award.

At any time, from time to time, whenever the County deems appropriate, the County may, upon reasonable written notice, make a reasonable alteration, change, modification, addition, and/or deletion to any term, condition, criteria, requirement, time frame, and/or other specification of the Request for Proposal and/or aspect related thereto.

VII. PREPARATION OF PROPOSAL

Proposal should include all requested information as outlined in the "Selection Criteria" section and be prepared in sufficient detail to evaluate the agency's understanding of the scope of the project. The proposal must contain:

Client references including business name, business location, contact name, telephone numbers, and approach used to enhance customer's revenues and visitor experience.

Training and supervision provided to vendor staff to guarantee creative, efficient, and profitable operation. Vendor staff must comply with Zoo Seasonal Staff dress code.

Explanation of fees that illustrates that the vendor can accomplish the objectives.

Attachment A: "Commitment to Subcontract with DBE Firms Form (DBD-014PS)," filled out and attached to proposal.

FAILURE TO PREPARE PROPOSALS IN REQUESTED FORMAT CAN BE CONSIDERED REASON FOR REJECTION.

Four (4) copies of the proposal must be received no later than 4 p.m., CST, February 8, 2013 in a sealed envelope. at the Milwaukee County Clerk's office, Courthouse Rm 105. Envelopes should be clearly marked as follows:

Proposal for Photographic Services, Milwaukee County Zoo
Attention: Joe Jastrow

VIII. CONTRACT

Attached is a draft contract that includes covenants and provisions that are required to be performed by the contractor. Proponents should review the contract and its requirements in preparing responses to the Request for Proposal.

DRAFT CONTRACT

MILWAUKEE COUNTY ZOO PHOTOGRAPHY SERVICES CONTRACT

THIS AGREEMENT, by and between Milwaukee County Zoo (hereinafter called "COUNTY"), represented by Charles Wikenhauser, Zoo Director, and _____, (hereinafter called "CONTRACTOR") is entered into on this day, _____.

OVERVIEW

Contractor to provide Photography Services to the Milwaukee County Zoo visitors on a revenue share basis with the COUNTY of at least 20% after sales taxes.

CONTRACT TERM

This agreement shall commence upon acceptance by the COUNTY and terminate by December 31, 2015.

SCOPE OF SERVICES

- 1.) Revenue share to the COUNTY of at least 20% of gross revenue after sales taxes for providing photographic services at the zoo.
- 2.) Ability to integrate the Milwaukee County Zoo logo and details into the images.
- 3.) Produce fast, high quality images for purchase by Zoo guests.
- 4.) Ability to provide photography services for special events and group sales.
- 5.) Customer receipts with each purchase.
- 6.) Additional sales opportunities on-line.
- 7.) A supplemental payment of at least \$5,000 per calendar year paid to COUNTY to benefit the Milwaukee County Zoo. The \$5,000 payment is due by July 31st of each year.
- 8.) Professional and customer friendly staff that have completed Zoo Orientation and Safety Training.
- 9.) Effective staff supervision.
- 10.) All necessary photography equipment and supplies.
- 11.) At a minimum these services must be provided daily from Memorial Day weekend through Labor Day each year.
- 12.) Onsite backup systems of all critical parts/systems to prevent service disruption.
- 13.) A complete solution for a successful green screen system (layout, lighting, and calibration) that suits a COUNTY approved Zoo theme.
- 14.) Point-of-sale units.

COMPENSATION

Compensation to the COUNTY should be on at least a bimonthly basis, within two weeks after the end of the period. Reporting must include detailed daily sales quantities, values, sales taxes, and revenue share calculation. Forward reports to the Zoo Gift Shop Manager and the Zoo Accounting Manager.

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2. Prime shall make a good faith effort to adhere to the DBE program submitted with Prime's Proposal, which assures that **17 percent (17%)** of the total Contract value be attributed to ACDBEs and/or DBEs certified by Milwaukee County or an entity whose certification is recognized by Milwaukee County throughout the term of this Contract. Any change to the DBE program submitted with Prime's Proposal is subject to County's written approval.

3. If Prime fails to achieve and maintain the level of certified participation stated in this Contract, Prime shall provide documentation to the Community Business Development Partners department (CBDP) demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Prime fails to reflect a good faith effort to achieve and maintain the level of certified participation stated herein throughout the term of this Contract, County may consider this as a material breach of the Contract and may terminate the Contract in accordance with Paragraph of this Contract.

4. County shall notify Prime in the event that new regulations are issued. Following such notification, Prime shall be required to continue to meet the participation goal set forth in this Contract, or to initiate all necessary and reasonable steps to achieve and/or maintain the newly established participation goal throughout the remaining term of this Contract. Participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Parts 23 and 26, as currently stated or amended, and shall be counted toward the goal as set forth in those regulations.

5. Prime shall be required to comply with other appropriate provisions of 49 CFR Parts 23 and 26, and County Ordinance Chapter 42. Prime shall submit such reports as may be required by County and CBDP in the form specified by County for the purpose of demonstrating compliance with this Paragraph. In the event Prime seeks to terminate the participation of the certified partner, Prime is required to notify the certified partner indicating the causal basis for the proposed termination, and to obtain written approval from CBDP before undertaking any such actions. Prime will be required to maintain the stated participation with another certified firm, or to demonstrate a good faith effort to achieve and maintain the level of certified participation stated herein with another certified firm.

INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability. Including, but not limited to, costs and attorney's fees, all claims, and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract.

INSURANCE

CONTRACTOR shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall

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Milwaukee, WI 53233

MISCELLANEOUS TERMS

COUNTY will provide power, internet access, and space at the Milwaukee County Zoo. Location within the Zoo requires approval by the Zoo Director.

The CONTRACTOR agrees to be bound by response to Request for Proposal unless changes to specific items are identified within this contract document.

All materials prepared for the COUNTY will be submitted for approval prior to production. The CONTRACTOR shall be responsive and responsible to the Zoo Gift Shop Coordinator or designee. Pricing shall also be subject to approval by the Zoo Gift Shop Coordinator or designee.

The COUNTY reserves the right to demand removal of CONTRACTOR staff for repeatedly not performing their duties in a professional manner.

All CONTRACTOR supplies and equipment should be removed from Zoo grounds within two weeks from last day of service on an annual basis.

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Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between the COUNTY or its successors or assigns and CONTRACTOR or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the CONTRACTOR is at all times acting and performing as an INDEPENDENT CONTRACTOR, duly authorized to perform the acts required of it hereunder. The CONTRACTOR may assign or subcontract out components of the assignment under this Agreement without the prior approval of the COUNTY.

The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.

The CONTRACTOR agrees to be bound by MILWAUKEE COUNTY'S CODE OF ETHICS which states in relevant part: No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgement would be influenced thereby.

COUNTYS RIGHT TO AUDIT

The COUNTY reserves the right to demand any reports it believes necessary to document the services performed

CONTRACTOR shall permit the authorized representative of COUNTY, after reasonable notice to inspect and audit all data and records of CONTRACTOR related to carrying out this contract for a period of up to three years after completion of the contract.

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TERMINATION:

COUNTY reserves the right to terminate the contract at any time or any reason by giving CONTRACTOR thirty (30) days written notice of such termination. Upon said termination, CONTRACTOR shall be compensated for all documented services rendered through the date of termination and return any balance of advance not earned or amount due COUNTY within (60) days of written notice.

IN WITNESS WHEREOF, the parties hereto have agreement have caused this Contract on the day, month, and year first above written.

FOR MILWAUKEE COUNTY

BY CONTRACTOR

Charles Wikenhauser (Date)
Zoo Director

(Date)

Taxpayer ID

MILWAUKEE COUNTY WITNESS:

CONTRACTOR WITNESS

Date

By _____

Date

Approved as to form and Independent
Contractor status by Corporation Counsel.

Reviewed by County's Risk
Manager

By _____

Date

By _____

Date

Approved with regards to County
Ordinance Chapter 42

By _____

Date

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be furnished to the director of Risk Management and Insurance prior to services commenced under this Contract.

Contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that CONTRACTOR shall obtain information on the professional liability coverage of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation	Statutory (with waiver of subrogation)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Contractual Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos-owned and non owned and/or hired	
Uninsured Motorist	per WI requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable, a thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the county.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverage or minimums shall be submitted in writing and approved by the County Director of Risk Management and insurance as a condition of this Contract. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County Risk Manager for each successive period of coverage for the duration of this Contract.

Certificate(s) of Insurance are to be sent to:

Milwaukee County
Department of Administration
Attention: Risk Manager
901 North 9th Street Room 302

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ASSIGNMENT

Assignment and Subletting: Vendor may not assign this Agreement, in whole or in part, or sublease any part of the Zoo without the prior written approval of the Zoo Director.

NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities, and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Consultant's work force, where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the stated requirements, it shall be its responsibility to show that it has met all such requirements.

When violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, but in either event, Contractor shall be ineligible to bid on any future Agreements let by County.

DISADVANTAGED BUSINESS ENTERPRISE

1. Prime shall comply with County's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Parts 23 and 26, and Milwaukee County Ordinance Chapter 42, and as said Regulations may be amended.

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COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this project's assigned Disadvantaged Business Enterprise (DBE*) goal. The bidder/proposer shall ensure that DBEs have the opportunity to participate on this contract.
2. **DBE Goal:** This project's DBE participation goal is 17%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, verification of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall increase proportionally.

PRIOR TO BID/PROPOSAL OPENING

3. As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the signed and notarized **Commitment to Contract with DBE (DBE-14)** form(s). In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.
4. Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven by doing either of the following:
 - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting sufficient participation; or
 - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting the participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for modification of the contract goal, in whole or part. Determinations are made on a contract-by-contract basis.
5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Mere pro forma efforts are not good faith efforts. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal.
7. Listing a DBE on the **Commitment to Contract with DBE (DBE-14)** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with the firm listed on each **Commitment to Contract with DBE (DBE-14)** form for the work and price set forth thereon. The agreement(s) must be submitted to CBDP within seven (7) days from receipt of the "Notice to Proceed" or the purchase order.

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by the State of Wisconsin UCP under CFR, 49 Part 26.
DBE-00 (02/01/12) Previous Editions Obsolete



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

8. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If a bidder/proposer wishes to utilize a DBE certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-5037.
9. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

10. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and any subcontractors/subconsultants, documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part;
 - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
 - c. Impose other appropriate sanctions, including withholding contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or

If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

11. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Contractor/consultant is required to notify CBBDP if its DBE subcontractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
13. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these



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requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.

14. **Requests For Payment:** A *DBE Utilization Report (DBE-16)* form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. Contractor/Consultant must indicate on the *Continuation Sheet (G703)* work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section (10), above.
15. **Final Payment Verification.** Contractor/Consultant shall submit a *Contract Close-Out DBE Payment Certification (DBE-18)* form completed by the contractor/consultant and each DBE along with its final request for payment. Milwaukee County will not process the final request for payment without inclusion of required forms.
16. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____

DBE Goal: _____

A	V	Name & Address of DBE ^(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

[* Separate commitment form must be completed for each DBE firm]

Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative

Name & Title of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

State of _____ My Commission expires _____

Signature of Notary Public

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP prior to bid/proposal opening shall be credited on this contract

DBE Affirmation

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

CBDP APPROVAL:

Signature

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDDirectory.aspx>
3. **CONTRACT ADJUSTMENTS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, extra work, etc., is required to increase the amount of DBE participation proportionally, as participation is based upon total contract price.
4. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.*
5. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions.** DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
6. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
7. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

If you have any questions or forms related to Milwaukee County's DBE Program, please contact
Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Bid/Proposal Submission Disadvantaged Business Enterprise (DBE) Requirements Checklist

- Submit with the bid/proposal, as a matter of responsiveness, the Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02), and the Commitment to Contract with DBE (DBE-14) form(s) necessary to satisfy the goal. Additionally, if the goal is not attained, a Certificate of Good Faith Efforts (DBE-01) and all relevant documentation for Good Faith Effort determination must also accompany the bid/proposal.
- DBE utilization credited towards satisfying the desired level of DBE participation on this project is calculated using the following criteria, and is further described in 49 CFR, §26.55:
 - One hundred percent (100%) of expenditures to DBE firms if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. A DBE firm cannot subcontract work to non-DBE firms and must perform the work with its own forces to be considered as performing a commercially useful function. CBDP will determine whether or not the firm is performing a commercially useful function.
 - One hundred (100%) percent for all work performed by the DBE contractor with its own forces. If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will only be credited if performed by another DBE firm. The prime contractor/consultant will be given credit for the cost of materials and supplies obtained by the DBE for their work on the contract. The prime contractor/consultant will also be given credit for the cost of leasing equipment, provided the DBE contractor does not lease the equipment from the prime contractor or its affiliates.
 - One hundred percent (100%) of the expenditures to DBE manufacturers. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials, or substantially alters the materials or supplies obtained by their firm.
 - Sixty percent (60%) of the expenditures for materials or supplies purchased from a certified DBE regular dealer, i.e., business that sells from regular inventory or stock on-hand. Brokers are not regular dealers.
 - One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of materials and supplies, i.e., brokered deals. A prime contractor/consultant shall also be credited with one hundred (100%) percent for fees or transportation charges for the delivery of materials or supplies by a DBE to a job site, provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies will not be credited.
 - DBE credit will be given based on actual payments to DBEs for their services on this contract.
- In calculating the bid/proposal, prime contractors/consultants must demonstrate that they have secured actual costs from DBEs for contracting work in anticipation of contract award.
- Listing a DBE on the Commitment to Contract with DBE (DBE-14) form shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). When awarded the contract, the prime contractor/consultant shall enter into a contract agreement, directly or through its subcontractors/subconsultants, with the DBE firm(s) listed on the Commitment to Contract with DBE (DBE-14) form for the work and price set forth thereon. It is the responsibility of the prime contractor/consultant to obtain agreements for DBEs participating on lower tiers of this project. Agreements must be submitted to CBDP within seven (7) days from receipt of the Notice to Proceed.
- Only DBEs that are certified, i.e., listed on the Wisconsin Uniform Certification Program (UCP) Directory, prior to the bid/proposal submission deadline will be counted towards satisfying the desired level of DBE participation on this project. WI UCP Directory = www.county.milwaukee.gov/cbdp – click on “Certified Vendor List” on the left side of the page, click on “WisDOT Unified Certification Program Directory of Certified DBEs” link. For further assistance please use the contact information listed below.

Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104



DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE

PAYMENT/INVOICE #	

NAME OF FIRM _____

TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

CONTRACT #	CONTRACT DATE	CONTRACT TYPE	CONTRACT DESCRIPTION	TOTAL CONTRACT \$ AMT	TOTAL CONTRACT PAYMENT YTD \$	CONTRACT % COMPLETE
1	01/01/2023	Fixed Fee	Project Management	100000	50000	50%
2	02/01/2023	Fixed Fee	Software Development	200000	100000	50%
3	03/01/2023	Fixed Fee	Hardware Installation	150000	75000	50%
4	04/01/2023	Fixed Fee	Network Configuration	120000	60000	50%
5	05/01/2023	Fixed Fee	Security Audit	80000	40000	50%
6	06/01/2023	Fixed Fee	Compliance Review	60000	30000	50%
7	07/01/2023	Fixed Fee	Disaster Recovery Plan	40000	20000	50%
8	08/01/2023	Fixed Fee	Business Continuity Plan	30000	15000	50%
9	09/01/2023	Fixed Fee	IT Policy Review	20000	10000	50%
10	10/01/2023	Fixed Fee	IT Governance Framework	10000	5000	50%
11	11/01/2023	Fixed Fee	IT Risk Assessment	5000	2500	50%
12	12/01/2023	Fixed Fee	IT Audit Preparation	2500	1250	50%
13	01/01/2024	Fixed Fee	IT Audit Execution	1250	625	50%
14	02/01/2024	Fixed Fee	IT Audit Reporting	625	312.5	50%
15	03/01/2024	Fixed Fee	IT Audit Follow-up	312.5	156.25	50%
16	04/01/2024	Fixed Fee	IT Audit Closure	156.25	78.125	50%
17	05/01/2024	Fixed Fee	IT Audit Archiving	78.125	39.0625	50%
18	06/01/2024	Fixed Fee	IT Audit Retention	39.0625	19.53125	50%
19	07/01/2024	Fixed Fee	IT Audit Review	19.53125	9.765625	50%
20	08/01/2024	Fixed Fee	IT Audit Final Report	9.765625	4.8828125	50%
21	09/01/2024	Fixed Fee	IT Audit Sign-off	4.8828125	2.44140625	50%
22	10/01/2024	Fixed Fee	IT Audit Completion	2.44140625	1.220703125	50%
23	11/01/2024	Fixed Fee	IT Audit Archiving	1.220703125	0.6103515625	50%
24	12/01/2024	Fixed Fee	IT Audit Retention	0.6103515625	0.30517578125	50%
25	01/01/2025	Fixed Fee	IT Audit Review	0.30517578125	0.152587890625	50%
26	02/01/2025	Fixed Fee	IT Audit Final Report	0.152587890625	0.0762939453125	50%
27	03/01/2025	Fixed Fee	IT Audit Sign-off	0.0762939453125	0.03814697265625	50%
28	04/01/2025	Fixed Fee	IT Audit Completion	0.03814697265625	0.019073486328125	50%
29	05/01/2025	Fixed Fee	IT Audit Archiving	0.019073486328125	0.0095367431640625	50%
30	06/01/2025	Fixed Fee	IT Audit Retention	0.0095367431640625	0.00476837158203125	50%
31	07/01/2025	Fixed Fee	IT Audit Review	0.00476837158203125	0.002384185791015625	50%
32	08/01/2025	Fixed Fee	IT Audit Final Report	0.002384185791015625	0.0011920928955078125	50%
33	09/01/2025	Fixed Fee	IT Audit Sign-off	0.0011920928955078125	0.00059604644775390625	50%
34	10/01/2025	Fixed Fee	IT Audit Completion	0.00059604644775390625	0.000298023223876953125	50%
35	11/01/2025	Fixed Fee	IT Audit Archiving	0.000298023223876953125	0.0001490116119384765625	50%
36	12/01/2025	Fixed Fee	IT Audit Retention	0.0001490116119384765625	0.00007450580596923828125	50%
37	01/01/2026	Fixed Fee	IT Audit Review	0.00007450580596923828125	0.000037252902984619140625	50%
38	02/01/2026	Fixed Fee	IT Audit Final Report	0.000037252902984619140625	0.0000186264514923095703125	50%
39	03/01/2026	Fixed Fee	IT Audit Sign-off	0.0000186264514923095703125	0.00000931322574615478515625	50%
40	04/01/2026	Fixed Fee	IT Audit Completion	0.00000931322574615478515625	0.000004656612873077392578125	50%
41	05/01/2026	Fixed Fee	IT Audit Archiving	0.000004656612873077392578125	0.0000023283064365386962890625	50%
42	06/01/2026	Fixed Fee	IT Audit Retention	0.0000023283064365386962890625	0.00000116415321826934814453125	50%
43	07/01/2026	Fixed Fee	IT Audit Review</			

DBE % COMPLETE	TOTAL DBE PAYMENT YTD \$	TOTAL DBE CONTRACT \$AMT

COUNTY PROJECT/CONTACT PERSON _____

TELEPHONE NO. (_____) _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 20____

FINAL REPORT: () Yes () No

List all DBE firms utilized in connection with this Project, even if not used during this reporting period.

[illegible]

Prepared by: _____
(Name & Title)

Approved by: _____
(Name & Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

Complete Section A if full payment has been made.

Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.

***SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$_____ total payment for work on the above referenced Milwaukee County project or contract.

Date_____, 20____

(DBE Contractor/Consultant Signature)

(Print Name & Title)

***SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE
IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A
BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of
\$_____ to _____ upon receipt
of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20____

(Prime Contractor/Consultant Signature)

(Print Name & Title)

(DBE Contractor/Consultant Signature)

(Print Name & Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the contract bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned DBE participation requirements to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, _____, do hereby acknowledge that I am the
_____ of _____, who has been identified as a
bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting DBE goals. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County's Community Business Development Partners Department (CBDP) used to assist in the recruitment of DBE firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant:

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Bidder/Proposer must solicit quotes in good faith with interested DBE firms. Quotes, proposals and/or bids, from interested DBE firms shall not be rejected without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract. Also, if any DBE quotes were rejected, provide a brief explanation as to why. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the contractor/consultant to submit information on certain other actions taken to secure DBE participation in an effort to meet the contract goal.

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a DBE contract goal, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet the DBE goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts toward that end. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

In any situation in which Milwaukee County has established a contract goal, 49 CFR, part 26, requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these requirements. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
 - a. It is the contractor/consultant's responsibility to make a portion of the work available to DBE contractors and to select those portions of the work consistent with the available DBE contractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - b. A contractor/consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into

consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a contractor/consultant to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime contractors/consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor/consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor/consultant's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by Milwaukee County or the contractor/consultant.
7. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a contractor/consultant has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the DBE contract goal. For example, when the apparent successful contractor/consultant fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful contractor/consultant could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other contractors/consultants, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.